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9 Attorneys for Defendant  
10 EXPERIAN INFORMATION SOLUTIONS,  
11 INC.

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 WESTERN DIVISION

15 GEVORK GRIGORYAN, an  
16 individual,

17 Plaintiff,

18 v.

19 EXPERIAN INFORMATION  
20 SOLUTIONS, INC., EQUIFAX  
21 INFORMATION SERVICES LLC,  
22 and TRANS UNION LLC,

23 Defendants.

Case No. CV13-07450-MMM  
(PLAx)

Assigned to the Honorable Margaret  
M. Morrow

**STIPULATED PROTECTIVE  
ORDER**

1 IT IS HEREBY STIPULATED by and between Plaintiff Gevork Grigoryan  
2 (“Plaintiff”) and Defendants Experian Information Solutions, Inc. (“Experian”),  
3 Equifax Information Services LLC (“Equifax”), and Trans Union LLC (“Trans  
4 Union”) through their respective attorneys of record, as follows:

5 GOOD CAUSE STATEMENT

6 WHEREAS, documents and information have been and may be sought,  
7 produced or exhibited by and among the parties to this action relating to trade  
8 secrets, confidential research, development, technology, business plan or other  
9 proprietary information belonging to the parties and/or third parties and/or personal  
10 income, credit and other confidential information of Plaintiff;

11 WHEREAS the law gives district courts broad latitude to grant protective  
12 orders to prevent disclosure of materials for many types of information, including,  
13 but not limited to, trade secrets or other confidential research, development, or  
14 commercial information. *See* FED. R. CIV. P. 26(c)(1);

15 WHEREAS an Order of this Court is necessary to protect the parties from  
16 annoyance, embarrassment, oppression, or undue burden or expense related to the  
17 disclosure of confidential, proprietary or private information of the parties for  
18 purposes other than prosecuting this litigation;

19 WHEREAS this Order extends only to limited information or materials that  
20 are entitled to confidential treatment under applicable legal principles.

21 PROTECTIVE ORDER

22 THEREFORE, an Order of this Court protecting such confidential  
23 information shall be and hereby is made by this Court on the following terms

24 1. This Order shall govern the use, handling and disclosure of all  
25 documents, testimony or information produced or given in this action which are  
26 designated to be subject to this Order in accordance with the terms hereof.

27 2. Any party or non-party producing or filing documents or other  
28 materials in this action may designate such materials and the information contained

1 therein subject to this Order by typing or stamping on the front of the document, or  
2 on the portion(s) of the document for which confidential treatment is designated,  
3 “Confidential.”

4 3. If a Producing Party believes in good faith that, despite the provisions  
5 of this Protective Order, there is a substantial risk of identifiable harm if particular  
6 documents it designates as “Confidential” are disclosed to all other Parties or non-  
7 parties to this action, the Producing Party may designate those Particular documents  
8 as “Confidential—Attorneys’ Eyes Only.”

9 4. To the extent any motions, briefs, pleadings, deposition transcripts, or  
10 other papers to be filed with the Court incorporate documents or information  
11 subject to this Order, the party filing such papers shall designate such materials, or  
12 portions thereof, as “Confidential,” or “Confidential—Attorneys Eyes Only” and  
13 shall file them with the clerk under seal. Any party filing any document under seal  
14 must comply with the requirements of Civil Local Rule 79-5. The application must  
15 show good cause for the under seal filing and be directed to the judge to whom the  
16 papers are directed. Pending ruling on the application, the papers or portions  
17 thereof subject to the sealing application shall be lodged under seal.

18 5. All documents, transcripts, or other materials subject to this Order, and  
19 all information derived therefrom (including, but not limited to, all testimony,  
20 deposition, or otherwise, that refers, reflects or otherwise discusses any information  
21 designated Confidential hereunder), shall not be used, directly or indirectly, by any  
22 person for any business, commercial or competitive purposes or for any purpose  
23 whatsoever other than solely for the preparation and trial of this action in  
24 accordance with the provisions of this Order. If the case proceeds to trial, good  
25 cause must be shown in advance of trial to maintain the confidentiality of any  
26 document, transcript, or other materials subject to this Order.

27 6. Except with the prior written consent of the individual or entity  
28 designating a document or portions of a document as “Confidential,” or pursuant to

1 prior Order after notice, any document, transcript or pleading given “Confidential”  
2 treatment under this Order, and any information contained in, or derived from any  
3 such materials (including but not limited to, all deposition testimony that refers,  
4 reflects or otherwise discusses any information designated confidential hereunder)  
5 may not be disclosed other than in accordance with this Order and may not be  
6 disclosed to any person other than: (a) the Court and its officers; (b) parties to this  
7 litigation; (c) counsel for the parties, whether retained counsel or in-house counsel  
8 and employees of counsel assigned to assist such counsel in the preparation of this  
9 litigation; (d) fact witnesses subject to a proffer to the Court or a stipulation of the  
10 parties that such witnesses need to know such information; (e) present or former  
11 employees of the producing party in connection with their depositions in this action  
12 (provided that no former employees shall be shown documents prepared after the  
13 date of his or her departure); and (f) experts specifically retained as consultants or  
14 expert witnesses in connection with this litigation.

15 7. Except with the prior written consent of the individual or entity  
16 designating a document or portions of a document as “Confidential—Attorneys’  
17 Eyes Only”, or pursuant to prior Order after notice, any document, transcript or  
18 pleading given “Confidential—Attorneys Eyes Only” treatment under this Order,  
19 and any information contained in, or derived from any such materials (including but  
20 not limited to, all deposition testimony that refers, reflects or otherwise discusses  
21 any information designated confidential hereunder) may not be disclosed other than  
22 in accordance with this Order and may not be disclosed to any person other than:  
23 (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
24 employees of said Counsel to whom it is reasonably necessary to disclose the  
25 information for this litigation and who have signed the “Declaration of  
26 Compliance” that is attached hereto as Exhibit A; (b) Experts specifically retained  
27 as consultants or expert witnesses in connection with this litigation who have  
28 signed the “Declaration of Compliance” (Exhibit A); (c) the Court and its

1 personnel; (d) court reporters, their staffs, and professional vendors to whom  
2 disclosure is reasonably necessary for this litigation and who have signed the  
3 “Declaration of Compliance” (Exhibit A); and (e) the author of the document or the  
4 original source of the information.

5 8. Documents produced pursuant to this Order shall not be made  
6 available to any person designated in Subparagraph 6(f) or 7(b) unless he or she  
7 shall have first read this Order, agreed to be bound by its terms, and signed the  
8 attached Declaration of Compliance.

9 9. All persons receiving any or all documents produced pursuant to this  
10 Order shall be advised of their confidential nature. All persons to whom  
11 confidential information and/or documents are disclosed are hereby enjoined from  
12 disclosing same to any person except as provided herein, and are further enjoined  
13 from using same except in the preparation for and trial of the above-captioned  
14 action between the named parties thereto. No person receiving or reviewing such  
15 confidential documents, information or transcript shall disseminate or disclose them  
16 to any person other than those described above in Paragraph 6 and Paragraph 7 and  
17 for the purposes specified, and in no event shall such person make any other use of  
18 such document or transcript.

19 10. Nothing in this Order shall prevent a party from using at trial any  
20 information or materials designated “Confidential” or “Confidential—Attorneys’  
21 Eyes Only.”

22 11. This Order has been agreed to by the parties to facilitate discovery and  
23 the production of relevant evidence in this action. Neither the entry of this Order,  
24 nor the designation of any information, document, or the like as “Confidential,” or  
25 “Confidential—Attorneys’ Eyes Only” nor the failure to make such designation,  
26 shall constitute evidence with respect to any issue in this action.

27 12. Within sixty (60) days after the final termination of this litigation, all  
28 documents, transcripts, or other materials afforded confidential treatment pursuant

1 to this Order, including any extracts, summaries or compilations taken therefrom,  
2 but excluding any materials which in the good faith judgment of counsel are work  
3 product materials, shall be returned to the individual or entity having produced or  
4 furnished same.

5 13. In the event that any party to this litigation disagrees at any point in  
6 these proceedings with any designation made under this Protective Order, the  
7 parties shall first try to resolve such dispute in good faith on an informal basis [in  
8 accordance with Civil Local Rule 37. If the dispute cannot be resolved, the party  
9 objecting to the designation may seek appropriate relief from this Court. If the  
10 parties wish to file the Joint Stipulation required by Rule 37 under seal, the parties  
11 may file a stipulation to that effect or the moving party may file an *ex parte*  
12 application. The parties must set forth good cause in the stipulation or *ex parte*  
13 application. During the pendency of any challenge to the designation of a  
14 document or information, the designated document or information shall continue to  
15 be treated as “Confidential” or “Confidential—Attorneys’ Eyes Only” subject to the  
16 provisions of this Protective Order.

17 14. Nothing herein shall affect or restrict the rights of any party with  
18 respect to its own documents or to the information obtained or developed  
19 independently of documents, transcripts and materials afforded confidential  
20 treatment pursuant to this Order.

21 15. The Court retains the right to allow disclosure of any subject covered  
22 by this stipulation or to modify this stipulation at any time in the interest of justice.  
23

24 Dated: June 18, 2014

JONES DAY

25 By: /s/ Sabrina Fernandes

26 Sabrina M. Fernandes

27 Counsel for Defendant  
28 EXPERIAN INFORMATION  
SOLUTIONS, INC.

1 Dated: June 18, 2014

Law Offices of Aidan Butler

2  
3 By: /s/ Aidan Butler  
Aidan Butler

4  
5 Counsel for Plaintiff  
GEVORK GRIGORYAN

6  
7 Dated: June 18, 2014

Nokes & Quinn

8  
9 By: /s/ Thomas Quinn  
Thomas P. Quinn

10 Counsel for Defendant  
11 EQUIFAX INFORMATION  
12 SERVICES, LLC

13 Dated: June 18, 2014

Musick, Peeler & Garrett, LLP

14  
15 By: /s/ Donald Bradley  
Donald E. Bradley

16 Counsel for Defendant  
17 TRANS UNION, LLC

18  
19  
20 IT IS SO ORDERED.

21  
22 Dated: June 19, 2014



23 Paul L. Abrams  
24 United States Magistrate Judge